

**AGREEMENT BETWEEN THE MASSACHUSETTS  
HIGHWAY DEPARTMENT AND AMERICAN DIGITAL CARTOGRAPHY,  
INC.**

**SECTION 1. Purpose and General Conditions**

This agreement (“Agreement”) is between American Digital Cartography, Inc. (ADCi), an authorized distributor of NAVTEQ geocoding data, and the Massachusetts Highway Department (MassHighway), an agency of the Commonwealth of Massachusetts, (collectively the “Parties,”) and concerns the provision by ADCi of a Commonwealth-wide license to use NAVTEQ base map and associated address range data. The data are being licensed by MassHighway through ASAP, a reseller of software products under a blanket contract with the Commonwealth of Massachusetts. The Agreement includes specific terms and conditions for an enterprise-wide license of the data by the Commonwealth and specifications for the accuracy of the data that ADCi will provide. There are several related documents attached to this document. The server license agreement (“Server License Agreement”) sets forth the standard terms and conditions applicable to any distribution and use of NAVTEQ data from servers owned or controlled by the Commonwealth. The end-user agreement, (“End-User Agreement”) establishes the terms and conditions of use to which all licensed users of the NAVTEQ data in Commonwealth agencies (including MassHighway) will adhere. (The universe of licensed users in Commonwealth agencies is defined below.) All Commonwealth agency recipients of the NAVTEQ data will be required to agree to these terms as a condition of receiving the data. Also attached is a maintenance agreement (“Maintenance Agreement”) establishing how the data will be updated and how errors in the data will be identified and provided to NAVTEQ. The Maintenance Agreement is to be concluded between ADCi and another Commonwealth agency, the Statewide Emergency Telecommunications Board (SETB) under the Executive Office of Public Safety. The Parties agree and acknowledge that the Maintenance Agreement, although it is a separate document to which MassHighway is not a party, is a necessary adjunct to this agreement; in the event that the maintenance contract with SETB is not executed, then this Agreement will be null and void.

**SECTION 2. DEFINITIONS**

For the purposes of this Agreement the following definitions shall apply:

**ADCi:** a Wisconsin corporation who is the authorized distributor for NAVTEQ data to state, county and local governments in the US

**Address ranges:** numeric ranges that are attached as attributes to the segments of the street network to indicate what physical addresses are on that segment and on which side of the street they lie. Address ranges also encode the direction in which addresses run, making it possible to interpolate the location of a given address along the street segment

**ASAP:** (ASAP Software Express) a reseller based in Buffalo, Illinois, through which Commonwealth agencies are mandated to purchase “shrink-wrapped” software products under Operation Services Division (OSD) statewide contract.

**Base Data:** As defined in the NAVTEQ NAVSTREETS™ Content Specification, GIS data available from a commercial vendor, which represent the streets, highway shields, railroads, oceans, islands, waterways, and land use features in the Commonwealth and bordering counties within Connecticut, New Hampshire, New York, Rhode Island, and Vermont. Base data shall not include address ranges, direction of travel, or other points of interest that enhance attributes of streets.

**Color orthophotos:** Digital images derived from aerial photography that are used in GIS. These images can provide a highly accurate base map with which other data should be compatible.

**Commercial base:** *see Base Data.*

**Commonwealth:** the Commonwealth of Massachusetts, including all of its agencies, departments, commissions, boards and other instrumentalities and all of its municipalities and other political subdivisions and agencies as established by the General Court.

**Compatible:** able to be used with or interoperate without inconsistencies and errors. For purposes of this agreement, “compatible” means that street centerlines will be mapped to within approximately 5 meters or better of the location of the visible centerline of the pavement in the color orthophotography.

**ESL or Emergency Service List:** a compilation by Verizon of all field addresses to which any telephone service provider in Massachusetts is currently providing land-based service.

**ESRI or Environmental Systems Research Institute:** a provider of GIS software to the Commonwealth under a statewide contract with OSD.

**Geocode:** to estimate the location of an address using GIS software and Address Ranges.

**GIS:** specialized database software supporting the creation, manipulation, display and analysis of spatially referenced information.

**GPS or Global Positioning System:** a system of satellites and portable receivers that supports the determination of an exact physical location in mapping coordinates such as latitude and longitude.

**Linework:** in a GIS context, the representation of linear features.

**Maintenance:** the provision of updated information on a regular basis.

**Maintenance Agreement:** the agreement to provide Maintenance between SETB and ADCi.

**MassGIS:** means the Commonwealth's Office of Geographic and Environmental Information, within the Executive Office of Environmental Affairs.

**MassHighway:** the Massachusetts Department of Highways within the Executive Office of Transportation in the Commonwealth.

**NAVTEQ:** a brand of commercial data which is provided by NAVTEQ North America LLC, a company specializing in the provision of data for use with in-car navigation systems and GIS software, including Internet-based geographic search engines.

**SETB:** the Statewide Emergency Telecommunications Board, the statewide organization charged with operating and maintaining the E-911 emergency calling system.

**shapefiles:** data formatted according to the published shapefile specification by ESRI, which can be read by ESRI software and also by other competing GIS software packages.

**Standard Data:** As defined in the NAVTEQ NAVSTREETS™ Content Specification, GIS data available from a vendor that includes all data defined as Base Data and in addition, Address Ranges, direction of travel, named places, and other points of interest that enhance attributes of streets.

**Street segment:** a portion of a linear feature representing a street in GIS between two endpoints. These endpoints always occur at intersections and may also occur at dead ends, cul de sacs, attribution change, zip code change, boundary change (city, county boundary, etc.) and any point of feature name change.

**Unique Ids:** numeric identifiers used in a database to uniquely identify records, also referred to as "primary keys." Their use is mandatory in relational databases to support linking tables.

**Update Cycle:** the interval of time between regular maintenance updates for data or software. As referenced in this agreement, the update cycle is quarterly. During the update cycle, the product is changed or updated by the vendor and then becomes available for distribution at the next regularly scheduled date, which will be every three months after contract inception.

**Vector Data:** geographic data in a form that encodes the actual real world coordinates of the features represented – also referred to as the "geometry" of the feature; vector data are to be distinguished from raster data which do not represent the exact geometry of features but rather interpolate it to a grid cell or image format.

### **SECTION 3. Perpetual Enterprise License**

ADCi, as authorized sole North American distributor of NAVTEQ data to state and local governments, hereby grants to the Commonwealth a perpetual enterprise license to use the NAVTEQ base map street network and the associated address range data; this procurement is being done through ASAP Software, Inc. ADCi hereby grants the Commonwealth, as of the date this Agreement is executed, a perpetual, fully paid up, license to use NAVTEQ NAVSTREETS™ Standard Data (as such term is defined in the NAVTEQ NAVSTREETS™ Content Specification), and to distribute or make downloadable the Standard Data to any agency that is part of the enterprise-wide license. The Commonwealth of Massachusetts may distribute or make downloadable the NAVTEQ NAVSTREETS™ Base Data portion of the Standard Data relating to the geographic territory consisting of the Commonwealth of Massachusetts commencing 12 months from the execution date of the Maintenance Agreement to any interested party. The Commonwealth of Massachusetts may not distribute or make downloadable the NAVTEQ NAVSTREETS™ Standard Data (excluding that portion of data known also as Base Data) to any entity not covered by the enterprise-wide license at any time.

All subsequent updates to the basemapping of streets, including feature names and feature types, but not the address ranges, supplied by ADCi, will also be placed into the public domain and become freely available for distribution after the first year of Maintenance Agreement. Nothing in this Agreement will constrain the Commonwealth from distributing in any form data developed entirely from state or local sources without reference to NAVTEQ's linework or address ranges. As stated above, however, the address range data from NAVTEQ will not be published or available for public distribution or for download at any time under the terms of this agreement.

Other than the license rights set forth above, nothing in this Agreement shall be deemed or construed to transfer any right, title or interest in the data to the Commonwealth. The Commonwealth acknowledges that NAVTEQ and its licensors and suppliers own and retain all intellectual property rights in and to the data.

Notwithstanding the above three paragraphs or any other provision in this Agreement to the contrary, MassHighway and other state agencies are subject to the Commonwealth's Public Records Law, Mass. Gen. L. ch. 66, sec. 10, which contains no express exemption for the type of data that will be provided by ADCi to the Commonwealth. Should MassHighway and any other state agency using NAVTEQ data receive a public records request for data which under the terms of this agreement cannot be made available for public distribution, MassHighway or such other state agency shall respond to such request by warning the requestor that the data are proprietary to ADCi and that distribution of the data to the requestor would expose them to legal action by ADCi. MassHighway or such other state agency will also immediately contact ADCi and will withhold production of such data for nine (9) days for the purpose of providing them with the opportunity to take legal action to protect their rights.

#### **SECTION 4. Accuracy of NAVTEQ Data**

In order for MassHighway to efficiently use the address information in a commercial geocoding file within its GIS environment, the commercial base mapping must correctly register with the existing MassGIS/MassHighway color orthophotos. Therefore, all data that ADCi provides initially will be compatible with the Commonwealth's 1:5000 scale orthophotography. NAVTEQ has classified Massachusetts as an urban area where their highest standards of data acquisition are in effect. This means that under the Maintenance Agreement, ADCi will provide NAVTEQ updates derived from GPS-based field data collection using mobile field units.

#### **SECTION 5. Unique IDs**

ADCi commits to provide the Commonwealth with NAVTEQ data that will contain a unique ID for every street segment and agrees that said identifiers shall remain constant as the product is updated except where new streets are added off an existing street or where streets are deleted or physically moved.

#### **SECTION 6. Distribution of NAVTEQ Data**

ADCi will supply the NAVTEQ data as shapefiles to MassHighway and MassGIS, and to other sites as requested. All agency recipients of NAVTEQ data will sign an agreement recognizing the limitations on distribution and use as outlined in this agreement.

#### **SECTION 7. Cost**

MassHighway agrees to pay ADCi, through ASAP, \$187,500 for the purchase of an enterprise perpetual license of NAVTEQ's Standard street address package. This one-time payment will cover the entire cost of purchasing the most current NAVTEQ dataset.

## Server License Agreement

This agreement ("Server License Agreement") between American Digital Cartography, Inc. (ADCi) on behalf of NAVTEQ and Commonwealth of Massachusetts, acting by and through the Department of Highways ("MassHighway") is entered into on this date May 16, 2005, with regards to NAVTEQ street map data licensed by the Commonwealth. The Server License Agreement provides for additional restrictions on use of the licensed map data. All changes to this Server License Agreement must be approved in advance and in writing by ADCi and MassHighway.

### Definitions

For the purposes of this Server License Agreement the following definitions shall apply:

**Server:** a single computer that (i) is owned or leased and controlled solely by the Commonwealth of Massachusetts; (ii) is loaded with the software application that accesses the NAVTEQ data.

**Web Site:** a group of related HTML documents and associated files, scripts, and databases that are served up on the World Wide Web by Servers at Commonwealth of Massachusetts owned or branded universal resource locators ("URLs"), including, but not limited to, any Web Site operated, used or maintained by any agency or political subdivision of the Commonwealth as defined in the accompanying Agreement between the MassHighway and ADCi.

**Results:** static electronic map images including, but not limited to, jpeg, gif, tif, pdf, bit-mapped or raster images ("Map Images") derived from the NAVTEQ data in accordance with the provisions of this agreement.

**Internet User:** any third party, not otherwise licensed to use the NAVTEQ geocoding data, who is granted access to Results while connected to a Web Site.

### Server License

Subject to the terms and conditions of this Server License Agreement, ADCi grants to the Commonwealth the non-exclusive, non-transferable right to provide Results on any Commonwealth Web Site; provided, however, the Commonwealth of Massachusetts shall be prohibited from generating revenue through the provision of the Results to Internet Users including, but not limited to, generating revenue from advertising on the Web Site where the Results are provided to Internet Users.

1. In order to minimize data transfer time, Commonwealth of Massachusetts may utilize the digital, vector-based distribution mechanisms known as Java Applets, Plug-in Mechanisms, Postscript, Amber or pdf (each such mechanism in the version current at the date of this License or in a substantially equivalent version, but not in any subsequent, substantially nonequivalent version without ADCi's prior written

approval) to provide Results in digital, vector-based form, provided that such digital form shall be invisible to Internet Users. The Commonwealth is prohibited from offering the ability to or enabling Internet Users to access, utilize or store the NAVTEQ data in any digital, vector-based form. The Commonwealth may allow the Map Images to be panned or zoomed by Internet Users, provided that a manual keystroke or mouse click is required for each pan or zoom of the Map Image.

The Commonwealth will include the following notice in conspicuous type immediately below all Results provided on a Web Site: “Use of Geocoding Data subject to License.” The word “License” shall be underlined and highlighted in a different color so that when clicked upon it serves as a link to an agreement containing the following terms that the end-user accepts by clicking on a button labeled “I agree”:

- a) The Internet User agrees that the license of Geocoding Data is for Internet User’s personal use only and not for transfer, distribution, or disclosure to third parties or use for the benefit of third parties.
- b) The Internet User agrees that no title or ownership interest shall pass to the Internet User.
- c) The Internet User shall not derive or attempt to derive the structure of the Geocoding Data as contained in the Results.
- d) The Internet User shall not remove or obscure any copyright notice.
- e) The Internet User disclaims, to the extent permitted by applicable law, NAVTEQ’s liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the geocoding service.
- f) The Internet User acknowledges that NAVTEQ disclaims all warranties, whether express or implied, including but not limited to, the implied warranties of non-infringement, merchantability, completeness, accuracy, and fitness for a particular purpose.
- g) The Internet User acknowledges that the NAVTEQ data as contained in the Results include confidential and proprietary information and materials and may include trade secrets, and that Internet User agrees, to the extent permitted by applicable law, to hold the NAVTEQ data as contained in the Results in confidence and in trust.
- h) The Internet User agrees to comply with all applicable export laws and regulations of the United States.

2. The Commonwealth shall include the following notice conspicuously displayed within all Results provided on a Web Site: “Geocoding results ©<current year> NAVTEQ.”

## End-User Terms

This document outlines the general terms for use of the NAVTEQ data by end-users within Commonwealth agencies. An end-user is anyone who can access the NAVTEQ data directly and to use it in any manner as authorized by the terms of the license. An authorized signatory shall indicate acceptance of these terms on behalf of every agency receiving a copy of the NAVTEQ data. These terms will apply to all end-users within that agency.

The NAVTEQ data ("Data") is provided for your internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and the Commonwealth of Massachusetts "[LICENSEE]" and its licensors (including their licensors and suppliers) on the other hand. Such licensors include American Digital Cartography, Inc. (ADCi). Without limiting the foregoing, you agree that ADCi shall have the right to enforce these Terms directly against you.

### TERMS AND CONDITIONS

Personal Use Only. You agree to use this Data together with the Commonwealth of Massachusetts Enterprise License for the solely personal, non-commercial purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Data only as necessary for your personal use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data except as allowed. You agree not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent required by law or as agreed between ADCi and the Commonwealth.

Restrictions. Except where you have been specifically licensed to do so by ADCi, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

No Warranty. This Data is provided to you "as is," and you agree to use it at your own risk. ADCi and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

Disclaimer of Warranty: ADCi AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

Disclaimer of Liability: ADCi AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF [LICENSEE] OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

Disclaimer of Endorsement: Reference to any products, services, processes, hypertext links to third parties or other Data by trade name, trademark, manufacturer, supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by ADCi or its licensors. Product and service information are the sole responsibility of each individual vendor. The NAVTEQ name and logo, the NAVTEQ and NAVTEQ ON BOARD trademarks and logos, and other trademarks and trade names owned by NAVTEQ Corporation may not be used in any commercial manner without the prior written consent of NAVTEQ.

Export Control. You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Termination for Breach or Bankruptcy. ADCi and its licensors, including NAVTEQ, may terminate this Agreement if you breach any of its terms: provided that ADCi shall provide end-users 90 days notice prior to termination and a reasonable opportunity to cure said breach. Upon any such termination, you shall immediately cease your use of the Data and return

all copies thereof to ADCi or NAVTEQ, as instructed. ADCi and its licensors also may terminate this Agreement in the event that you (i) fail to pay license fees due for the Data, or (ii) if any of the following events occur affecting you: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within sixty (60) days; (c) appointment of receiver for all or a portion of your assets; or (d) any assignment for the benefit of creditors.

**Entire Agreement.** These terms and conditions constitute the entire agreement between ADCi (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

**Governing Law.** The above terms and conditions shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the jurisdiction of Massachusetts for any and all disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

**Government End Users.** If the Licensed Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, (i) for acquisitions conducted by the Department of Defense, the Licensed Data is licensed with "Limited Rights" in accordance with the rights set forth at DFARS 252.227-7013(b)(3), TECHNICAL DATA-NONCOMMERCIAL ITEMS, and Licensed Data delivered or otherwise furnished with "Limited Rights" shall be marked with the following "Limited Rights Notice" set forth at DFARS 252.227-7013(f)(3), and shall be treated in accordance with such Notice:

<p><b>LIMITED RIGHTS</b></p> <p>CONTRACT NO.: _____</p> <p>CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: NAVTEQ Corporation</p> <p>CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 222 Merchandise Mart Plaza, Suite 900, Chicago, Illinois 60654</p> <p>The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data-Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.</p>
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and; (ii) for civilian agency acquisitions, the Licensed Data is licensed in accordance with the rights set forth at FAR 52.227-14(g)(1), RIGHTS IN DATA-GENERAL (*Protection of limited rights data and computer software*). In the event that the Contracting Officer requires the delivery of limited rights Licensed Data that has been withheld or would otherwise be withholdable in accordance with FAR 52.227-14(g)(1), the Licensed Data is licensed with "Limited Rights" as set forth in the following "Limited Rights Notice" at FAR 52.227-14(g)(2) (Alternate II), which shall be affixed to the Licensed Data and the Licensed Data shall be treated in accordance with such Notice (which shall be marked on any reproduction of these data, in whole or in part):

<p><b>LIMITED RIGHTS NOTICE (JUN 1987)</b></p> <p>These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure: <i>There are no additional purposes permitting disclosure of such Data.</i></p> <p>The manufacturer/supplier of the Data is NAVTEQ Corporation, 222 Merchandise Mart Plaza, Suite 900, Chicago, Illinois 60654.</p>
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If the Contracting Officer refuses to use either of the licenses provided in (i) or (ii), herein, the Contracting Officer must notify NAVTEQ Corporation prior to seeking additional or alternative rights in the Licensed Data.